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MEMORANDUM JULY 29, 1971

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT T. KENNEY, DIRECTOR

SUBJECT: PARK PLAZA URBAN RENEWAL AREA
COOPERATION AGREEMENT

At the Board meeting of July 15, 1971, the Authority authorized the execution of a Cooperation Agreement in substantially the form presented at that meeting. There have been several changes in the Agreement which is attached hereto.

I request that the Authority approve the Cooperation Agreement and authorize its execution.

An appropriate vote follows:

VOTED: That the Director is hereby authorized to enter into a Cooperation Agreement by and between the Authority and the City of Boston in substantially the form presented at this meeting.

ATTACHMENT

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CITY OF BOSTON

IN CITY COUNCIL

ORDERED: That the Mayor of the City of Boston be, and he hereby is, authorized and empowered to execute and deliver in the name and behalf of the City of Boston an agreement with the Boston Redevelopment Authority in substantially the following form:

COOPERATION AGREEMENT
between
BOSTON REDEVELOPMENT AUTHORITY
and
CITY OF BOSTON
for
PARK PLAZA URBAN RENEWAL PROJECT

THIS AGREEMENT made this day of , 1971, by and between the BOSTON REDEVELOPMENT AUTHORITY, herein called the "Authority", a public body politic and corporate duly organized and now existing under Chapter 121B of the General Laws of Massachusetts, and the CITY OF BOSTON, herein called the "City", a municipal corporation in the Commonwealth of Massachusetts,

WITNESSETH THAT

WHEREAS an order passed by the City Council of the City on , 1971, and approved by the Mayor of the City on , 1971, has approved an Urban Renewal Plan, herein called the Plan, adopted by the Authority for the Park Plaza Urban Renewal Project, herein called the "Project", in that area of the City of Boston, herein called the "Project Area", bounded and described as follows:

Beginning at the intersection of the southerly sideline of Beach Street and the easterly sideline of Knapp Street;

Thence running in a generally southerly direction along said easterly sideline of Knapp Street to a point, said point being the intersection of the centerline of Kneeland Street and the easterly sideline of Knapp Street extended thereto;

Thence turning and running in a generally westerly direction along the centerlines of Kneeland Street and Stuart Street to a point said point being the intersection of the

centerline of Stuart Street and the westerly sideline of Arlington Street;

Thence turning and running in a generally northerly direction along said westerly sideline of Arlington Street to a point, said point being the intersection of the westerly sideline of Arlington Street and the northerly sideline of Boylston Street;

Thence turning and running in a generally easterly direction along said northerly sideline of Boylston Street to a point, said point being the intersection of the northerly sideline of Boylston Street and the westerly sideline of Dumstead Court;

Thence turning and running in a generally southerly direction across Boylston Street along an extension of said westerly sideline of Dumstead Court to a point in the southerly sideline of Boylston Street;

Thence turning and running in a generally easterly direction along said southerly sideline of Boylston Street to a point, said point being the intersection of the easterly sideline of Washington Street and the southerly sideline of Boylston Street extended thereto;

Thence turning and running in a generally northerly direction along said easterly sideline of Washington Street to a point, said point being the intersection of the easterly sideline of Washington Street and the northerly sideline of Essex Street;

Thence turning and running in a generally easterly direction along said northerly sideline of Essex Street (past Harrison Avenue Extension) to a point, said point being the intersection of the northerly sideline of Essex Street and the easterly sideline of Harrison Avenue extended thereto;

Thence turning and running in a generally southerly direction along said easterly sideline of Harrison Avenue to a point, said point being the intersection of the easterly sideline of Harrison Avenue and the northerly property line of 19-25 Harrison Avenue extended thereto;

Thence turning and running in a generally westerly direction across Harrison Avenue along said extension of the northerly property line of 19-25 Harrison Avenue to a point in the westerly sideline of Harrison Avenue;

Thence turning and running in a generally southerly direction along said westerly sideline of Harrison Avenue to a point, said point being the intersection of the westerly sideline of Harrison Avenue and the northerly sideline of Beach Street;

Thence turning and running in a generally westerly direction along said northerly sideline of Beach Street to a point, said point being the intersection of the northerly sideline of Beach Street and the westerly property line of 27-39 Harrison Avenue;

Thence turning and running in a generally southerly direction across Beach Street along an extension of said westerly property line of 27-39 Harrison Avenue to a point in the southerly sideline of Beach Street;

Thence turning and running in a generally westerly direction along said southerly sideline of Beach Street to the point of beginning, said point being the intersection of the southerly sideline of Beach Street and the easterly sideline of Knapp Street;

Excluding, however, the structures at 19-25 Harrison Avenue and 27-39 Harrison Avenue.

AND WHEREAS the Plan provides for the acquisition of the land in the Project Area, the demolition of the structures thereon, the construction of certain public improvements, and the disposition of the land in the Project Area for uses in accordance with the Plan;

AND WHEREAS the public improvements to be constructed by the Authority in the Project Area are as follows:

DESCRIPTION OF WORK	ESTIMATED COST
Rebuilding of Arlington Street (between Boylston and Stuart)	$245,650
Rebuilding southerly half of Boylston Street (between Arlington and New Charles)	593,900
Resurfacing of Boylston Street (between New Charles and Tremont)	
Rebuilding of Church Street (between Columbus and Stuart)	24,750
Rebuilding of Columbus Avenue (between Stuart and Church)	285,000
Construction of New Charles Street (between Boylston and Stuart)	4,670,150
Rebuilding of Providence Street (between Arlington and Providence Street Extension)	175,100
Construction of New Providence Street Extension (between Providence and Stuart)	139,900
Rebuilding of Stuart Street (between Arlington and Tremont)	599,250
Resurfacing of Tremont Street (between Boylston and Stuart)	58,300

and include in each instance street lighting, high-service water system, low-service water system, high pressure fire system, surface drainage system, sanitary sewer system, traffic control system, street, traffic and directional signs, and police signal and fire alarm systems.

AND WHEREAS certain sources have agreed to render certain financial assistance to the Project; but the Authority is in need of financial assistance to defray such part of the acquisition and development costs of the Project as will not be met by loans through such other sources;

AND WHEREAS the Project will provide increased tax revenue to the City and be beneficial to the well being of the people of the City;

NOW, THEREFORE, in consideration of the benefits to accrue to the City from the carrying out of the Project and of the mutual covenants herein contained and for other good and valuable consideration, the Authority and the City hereby agree as follows:

1. The Authority will undertake the Project in accordance with the Plan and as funds become available will commence and carry out each successive phase of the Project as expeditiously as possible.

2. The City will provide, through grants-in-aid to the Authority pursuant to G. L. c. 121B, s. 20, such sums as may be necessary for the construction of the aforesaid public improvements to be constructed by the Authority, including the acquisition of the land therefor and the demolition of structures thereon. The City agrees to make, from time to time, upon demand of the Authority, payments to the Authority on account of the City's obligation under this paragraph.

3. It is currently estimated that the total grants-in-aid described in paragraph 2 hereof will approximate Six Million Eight Hundred Thousand Dollars ($6,800,000). If, during the course of the Project, any revised estimate thereof is higher than the current or an intermediate estimate, the City will, upon demand by the Authority, pay to the Authority, the additional grants-in-aid necessary.

4. Upon receipt of appropriate monies from the City pursuant to paragraph 2 hereof, the Authority will commence, and thereafter diligently prosecute to completion, construction of the aforesaid public improvements, including the acquisition of land therefor and the demolition of any structures on such land. The cost of such acquisition and demolition shall be prorated over the total area so acquired on a per-square-foot basis; and the City shall be reimbursed by the Authority, or its obligation to the Authority under paragraph 2 hereof reduced, on such basis for all land so acquired and not included within the limits of such public improvements but sold by the Authority for uses in accordance with the Plan.

5. The City shall convey to the Authority for such price as shall be paid to the Authority as the fair market value thereof upon the resale thereof such property owned by the City as is stated in Section D of the Plan to be acquired by the Authority.

6. The City, acting by its Mayor, will recommend to the proper board or officer the vacating of such streets, alleys, and other public rights-of-way as may be necessary in carrying out the Plan, and the laying out as public streets or ways of all streets and ways, with their adjacent sidewalks, within the Project Area in accordance with the Plan; and the Authority agrees not to sue the City for any damages for any such vacating or laying out; and the Authority further agrees to reimburse the City for any damages paid to others under Chapter 79 of the General Laws of Massachusetts or any other provision of law for any such vacating or laying out.

7. The City, acting by its Mayor, will recommend to the proper board or officer such action as may be necessary to waive, change or modify, to the extent necessary or desirable, to permit carrying out the Project, the statutes, ordinances, rules and regulations regulating land use in Boston and prescribing health, sanitation and safety standards for buildings in Boston.

8. The real estate and tangible personal property of the Authority within the Project Area shall be exempt from taxation and from betterments and special assessments as provided in G. L. c. 121D, s. 16; but nothing in this Cooperation Agreement shall be construed to prevent the taxation at fair cash value of property within the Project Area after the conveyance of such property by the Authority. In lieu of taxes, betterments and special assessments, the Authority shall, pursuant to G. L. c. 121D, s. 16, pay to the City on July first in each year on January first of which the Authority holds real estate used or to be used in connection with the Project a sum equal to the amount that would be levied at the tax rate for such year upon the average of the assessed value of such real estate, including buildings and other structures, for the three years preceding the year of acquisition thereof, the valuation for each of such three years being reduced by all abatements thereon.

9. On July first in each of the twenty calendar years beginning with the fourteenth calendar year after the calendar year in which construction of Stage I of the Project commences, the Authority, whether or not anything is payable in such year to the City under paragraph 5, and in addition to anything so payable, shall pay the City such sums of money received from the Developer through an agreement by and between the Authority and the Developer which provides that the Developer will aid in defraying the cost of public improvements in the Project Area; provided, however, that in no event will the amount paid to the City exceed the sum of One Hundred Fifty Thousand Dollars ($150,000).

10. Every public improvement constructed by the Authority hereunder shall be available to and serve all persons without regard to race, color, sex, religion or national origin.